

EXHIBIT 11

**Ancestry's Terms and Conditions – Revisions as of
October 6, 2010**

Terms and Conditions - Revision as of October 6, 2010

Before using or subscribing to Ancestry.com, please review the following terms and conditions (the Agreement) which define your rights, responsibilities and benefits as a user of Ancestry.com.

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- **Liability Disclaimer**
Ancestry and its suppliers provide all Content on this Site without any warranty.
- **Registration**
Use of the Site requires registration. Site security is the responsibility of the user.
- **Fees and Payments**
Subscription membership is continuous until terminated by the user.
- **Communications**
Ancestry can e-mail users although users can choose not to receive such communications.
- **Termination**
Ancestry reserves the right to terminate user access to the Site.

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significant portions of any work or database is prohibited. Resale of a work or database or portion thereof, except as specific results relevant to specific research for an individual, is prohibited. Online or other republication of Content is prohibited except as unique data elements that are part of a unique family history or genealogy. Violation of this License may result in immediate termination of your membership and may result in legal action for injunction, damages or both. You may use access software provided on the Service only while on line and may not download, copy, reuse or distribute that software, except where it is clearly stated in connection with software that it is made available for offline use and a license for that use is provided in connection with that software.

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LIABILITY DISCLAIMER

The information, products, and services included on this Web Service may include inaccuracies or typographical errors. Changes are periodically made to the information herein. We and our third party suppliers provide all Content in this Service "AS IS", and without any warranty of any kind.

Ancestry, and its third party suppliers make no representations concerning the suitability, reliability or accuracy of the Content or the service provided on the Service for any purpose. We and our third party suppliers disclaim all warranties, expressed or implied, in connection with the Content and the services provided on the Service, including conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no case will we or our third party providers be liable for any direct, indirect, punitive, special or other damages including,

- **Modifications**

Ancestry reserves the right to modify this Agreement or the Site at any time.

- **Miscellaneous**

This agreement is governed by Utah state and United States of America federal law.

without limitation, lost or delay of use, lost profits, loss of data or any other damage in contract, tort, equity or any other legal theory, even if advised of the possibility thereof.

Ancestry may, from time to time, provide opportunities to users of the Service to link to or buy services from third parties. Sites of those third parties will be subject to terms and conditions different from those found here. **Ancestry makes no warranty concerning third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from Ancestry.**

Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS WEB SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SERVICE.

Additional Guest or Subscribing Member Terms

1. REGISTRATION AND SECURITY

1.1 As part of the registration process, you will select a username and password. You must provide Ancestry with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. You understand that you may not (i) select or use a name of another person with the intent to impersonate that person; (ii) use the rights of any person other than yourself without authorization; or (iii) use a name that we, in our sole discretion, deem inappropriate. As you submit information, you understand that the network of Internet Sites including Ancestry.com, Genealogy.com, Ancestry.co.uk, MyFamily.com, RootsWeb.com, and FamilyHistory.com are owned and operated by Ancestry.com Operations Inc., incorporated in Delaware, USA. The Sites are operated in the United States of America and operated to be in compliance with the laws of the United States. Access is governed by these terms and conditions under the laws of the State of Utah and the United States. Registration as a user of or subscriber to any of the Sites or services provided on them results in your customer information being stored and processed in the United States, and you, in registering or subscribing, specifically consent to that storage and processing. You may access that information at any time to confirm its correctness and to keep it current in connection with your registration or subscription. **If you are subscribing or registering for use of this site from outside of the United States of America, you consent to the**

storage and processing in the United States of the personal data you submit, within the scope of the PRIVACY STATEMENT of Ancestry You may and should review and correct this information regularly.

1.2 You shall notify us by regular mail or by e-mail at support@ancestry.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or billing information. You will be responsible for maintaining the confidentiality of your password. You will never be required to reveal your password to any representative or agent of Ancestry, its owners or agents.

1.3 You must be 18 years or older to subscribe.

1.4 You are responsible for all usage or activity on Ancestry via your password account. Distribution of your password to others for access to Ancestry is expressly prohibited and shall constitute a breach of this Agreement. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and you may be referred to appropriate law enforcement agencies.

2. FEES AND PAYMENTS

2.1 Continuous Service Membership. Subscription membership in the Service is on a continuous service basis with the exception of subscriptions which are purchased as gifts by one person for another. These gift subscriptions will not be automatically renewed on the subscription end date. **For all other subscriptions, this means that once you have become a subscribing member, your subscription will be automatically renewed and your billing choice will be charged based on the subscription program (annual, quarterly, monthly, etc.) you have chosen.** Billing charges will be processed within 24 hours your order is taken and products included in memberships will be shipped shortly thereafter with a separate billing unless shipped within that 24 hours. Except in the case of monthly subscriptions, you will be notified by e-mail 15 days before your subscription will end, asked to correct any information which has changed and reminded of the opportunity to "opt out" of your renewal. **From the United States, you may cancel by phone and must call Ancestry at 1-800-262-3787 at least two days before the renewal date for the cancellation to be effective or you may cancel at least two days before the renewal date via your MyAccounts page while logged on at Ancestry.com** by following the Cancel Subscription link on that page and following the process there.

International customers may also call 1-801-705-7620 during business hours or send an e-mail to internationalcancelonly@ancestry.com and provide the following information:

- Given name and surname
- Username
- Subscription type (UK/Ireland collection, etc.)
- E-mail address used when subscribing
- Phone number including country code
- Country

2.2 Cancellations. Initial Annual Subscription. An initial annual subscription comes with the option to cancel during the first 7 days and receive a full refund, **unless the subscription began with a free trial period.** The 7 day period begins on the day you register for the subscription Service, which is also the day you are given access to the subscription area of the Service. An exception is refunds relating to gift subscriptions in which case the seven days begins on the date of purchase no matter what date you chose to activate the Service. **If you subscribe to the Service following a free or other trial period, that trial period takes the place of the 7 day cancellation period, and once the paid subscription begins, no refund will be provided. Cancellations during the 7 days may be made by phone if you are a United States customer by calling us at 1-800-262-3787 and providing the same information that you provided when you subscribed or you may cancel at least two days before the renewal date** via your MyAccounts page while logged on at Ancestry.com by following the Cancel Subscription link on that page and following the process there. International customers may also call 1-801-705-7620 during business hours or send an e-mail to internationalcancelonly@ancestry.com and provide the following information:

- Given name and surname
- Username
- Subscription type (UK/Ireland collection, etc.)
- E-mail address used when subscribing
- Phone number including country code
- Country

Your cancellation call must be received by end of business (5:00 p.m. Mountain Time) on the 7th subscription day. Refunds are subject to return of goods. Please allow a reasonable time for the refund to reach you or be charged back to your account. All refunds will be given to the original credit card on which the purchase was made. **All other subscriptions, including monthly subscriptions,**

quarterly subscriptions, initial annual subscriptions after the 7 days or annual renewals may be canceled by you at any time but no refund will be made for unused subscription periods.

2.3 Subscription costs may be changed by Ancestry at any time and each renewal of your subscription will be at the then standard renewal cost for the period that you originally selected when you subscribed.

3. COMMUNICATIONS BETWEEN ANCESTRY AND YOU

Ancestry will send electronic mail to you, for the purpose of informing you of changes or additions to Ancestry, or of any Ancestry related products and services. You may opt out of this notification service by replying to the electronic mail that was sent with the word "unsubscribe" (without the quotes) in the subject line. For further information on our use of member information, see the Privacy Statement on the Service.

4. TERMINATION

Should you breach this Agreement we will revoke your license to use the Service and suspend your right of access. In such a case, no portion of your subscription payment will be refunded. Should we decide to suspend your subscription service for any reason other than breach, we will refund to you the unused portion of your subscription payment, which will be your sole and exclusive remedy upon such a suspension of service.

5. MODIFICATIONS TO THIS AGREEMENT AND THE SERVICE

Ancestry has the right, at its sole discretion, to modify this Agreement or the Service, including the Content of the Service, at any time. Changes in Service will be posted on Ancestry.com, or sent via e-mail, or postal mail to you. If any portion of this Agreement or any change of this Agreement of the Service is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may cancel your subscription by calling Account Services at Ancestry (1-800-262-3787). (See section 2 regarding cancellation of subscription.) Continued use of the Service now or following posted notices of changes in this Agreement, (notice is given by changing the date of last revision), means that you have accepted and are bound by the changes.

6. MISCELLANEOUS

6.1 This Subscriber Agreement is governed by the law of the State of Utah, without regard to its principles on conflicts of laws, and the federal law of the United States of America. Any action to enforce this Agreement shall be brought in the federal or state courts located in Salt Lake City.

6.2 Official correspondence must be sent via postal mail to:

Ancestry.com
Attn: Customer Solutions
360 W 4800 N
Provo, UT 84604

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